

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
AT LAW AND IN ADMIRALTY

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 12-C-1183

APPROXIMATELY \$50,205.00 IN
UNITED STATES CURRENCY, *et al.*,

Defendants.

**STIPULATION AND SETTLEMENT AGREEMENT WITH
CLAIMANTS CHRISTOPHER BRETT HINTON,
JV IMPORTS, LLC, AND J&B PACKAGING, LLC**

The plaintiff, United States of America, by its attorneys, James L. Santelle, United States Attorney, and Assistant United States Attorneys Scott J. Campbell and Michael J. Chmelar, and the claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, by and through their attorney, Michael G. Levine, hereby stipulate and agree as follows:

1. On or about December 20, 2012, the United States filed a First Amended Complaint for Civil Forfeiture *in rem* against, among others, the following defendant properties:

- A. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0778,
- B. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0885, and
- C. Approximately \$50,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0828.

The First Amended Complaint alleges that defendant properties identified in A through C above are subject to forfeiture to the United States of America under Title 21, United States Code,

Section 881(a)(6). The First Amended Complaint further alleges that defendant properties A through C were involved in transactions in violation of the Money Laundering Control Act, 18 U.S.C. §§ 1956 and 1957, and are therefore subject to forfeiture by the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(A).

2. On or about January 11, 2013, the United States filed a Second Amended Complaint for Civil Forfeiture *in rem* against the following additional defendant properties:

- D. Approximately \$21,105.37 in United States currency from East West Bank account ending in 0778,
- E. Approximately \$126,538.63 in United States currency from East West Bank account ending in 0828, and
- F. Approximately \$13,314.64 in United States currency from East West Bank account ending in 0869.

The Second Amended Complaint alleges that defendant properties D through F are subject to forfeiture to the United States of America under Title 21, United States Code, Section 881(a)(6).

The Second Amended Complaint further alleges that defendant properties D through F were involved in transactions in violation of the Money Laundering Control Act, 18 U.S.C. §§ 1956 and 1957, and are therefore subject to forfeiture by the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(A).

3. On or about February 19, 2013, Christopher Brett Hinton filed a claim to the following defendant properties:

- A. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0778,
- B. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0885,
- C. Approximately \$50,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0828,

- D. Approximately \$21,105.37 in United States currency from East West Bank account ending in 0778,
- E. Approximately \$126,538.63 in United States currency from East West Bank account ending in 0828, and
- F. Approximately \$13,314.64 in United States currency from East West Bank account ending in 0869.

Claimant Christopher Brett Hinton warrants and represents that he and Claimant J&B Packaging, LLC are the sole owners of the defendant properties identified at A, B, and D of this paragraph. Claimant Christopher Brett Hinton further warrants and represents that he and Claimant JV Imports, LLC are the sole owners of the defendant properties identified at C, E, and F of this paragraph.

4. On or about February 22, 2013, J&B Packaging, LLC filed a claim to the following defendant properties:

- A. Approximately \$21,105.37 in United States currency from East West Bank account ending in 0778,
- B. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0778, and
- C. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0885.

Claimant J&B Packaging, LLC warrants and represents that it and Claimant Christopher Brett Hinton are the sole owners of the defendant properties identified at A through C of this paragraph.

5. On or about February 22, 2013, JV Imports, LLC filed a claim to the following defendant properties:

- A. Approximately \$126,538.63 in United States currency from East West Bank account ending in 0828,

- B. Approximately \$50,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0828, and
- C. Approximately \$13,314.64 in United States currency from East West Bank account ending in 0869.

Claimant JV Imports, LLC warrants and represents that it and Claimant Christopher Brett Hinton are the sole owners of the defendant properties identified at A through C of this paragraph.

6. On or about March 1, 2013, Jia Zou filed a claim to the defendant properties identified at A through F of Paragraphs 1 and 2. No claims or answers, other than those identified above, have been filed in this action as to the defendant properties identified at A through F of Paragraphs 1 and 2. Under Rule G(5) of the Supplemental Rules of Certain Admiralty Maritime Claims, Federal Rules of Civil Procedure, the time for filing a claim and answer in this action has passed.

7. The parties hereby agree to settle and compromise this action on the terms set forth below.

8. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, hereby consent and agree to the entry of a judgment of forfeiture against the following defendant assets on the following terms:

- A. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, hereby withdraw their claims to the following defendant properties:
 - i. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0778,
 - ii. Approximately \$10,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0885,

- iii. Approximately \$50,000.00 in United States currency from a cashier's check originating from East West Bank account ending in 0828,
- iv. Approximately \$21,105.37 in United States currency from East West Bank account ending in 0778,
- v. Approximately \$126,538.63 in United States currency from East West Bank account ending in 0828, and
- vi. Approximately \$13,314.64 in United States currency from East West Bank account ending in 0869.

- B. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, agree to fully cooperate with the United States in connection with its efforts to seek forfeiture of the defendant properties identified in Paragraph 8A by, among other things, providing truthful statements, affidavits, or testimony, or providing true and correct copies of any records in their possession or control relevant to this civil asset forfeiture action or any related criminal case or criminal forfeiture proceedings, if called upon to do so.
- C. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, agree that upon resolution of all timely claims made by any other person or entity as to the defendant properties identified in Paragraph 8A, all right, title, and interest in those properties shall be forfeited to and shall vest in the United States of America for disposition according to law.

9. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, hereby waive all time limits set forth in 18 U.S.C. § 983 and any claim to further notice of forfeiture.

10. Each party shall bear its own costs, attorney's fees, and expenses.

11. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, hereby waive any and all claims they have or might have against the United States of America, the United States Department of Justice, the United States Marshal Service, the Drug Enforcement Administration, the Atlanta Police Department, the Bartow County Sheriff's Office, the Carrollton Police Department, the Cherokee Multi-Agency Narcotics Squad, the City

of Alpharetta Police Department, the City of Monroe Police Department, the Clayton County Sheriff's Office, the Covington Police Department, the DeKalb County Police Department, the Douglas County Sheriff's Office, the East Point Police Department, the Forsyth County Sheriff's Office, the Fulton County Police Department, the Fulton County Sheriff's Office, the Georgia State Patrol, the Georgia Bureau of Investigation, the Georgia Department of Corrections, the Georgia National Guard Counterdrug Task Force, the Gwinnett County Police Department, the Heard County Sheriff's Office, the Henry County Sheriff's Office, the Johns Creek Police Department, the Marietta Police Department, the Milton Police Department, the Milwaukee Police Department, the New Berlin Police Department, the Racine Police Department, the Roswell Police Department, the Sandy Springs Police Department, the Spalding County Sheriff's Department, the Suwanee Police Department, the Woodstock Police Department, the Waukesha County Sheriff's Department, the West Allis Police Department, the Wisconsin Department of Justice, and all agents, officers, and employees thereof (hereinafter the "Released Parties"), relating to the seizure or forfeiture of the defendant properties, including any claims for loss of use or lost profits or interest.

12. The claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, agree to hold the Released Parties harmless from any and all claims of third parties pertaining to the defendant properties identified in Paragraph 8A.

13. This stipulation contains the entire agreement between the claimants, Christopher Brett Hinton, JV Imports, LLC, and J&B Packaging, LLC, and the United States of America as to the defendant properties identified in Paragraph 8A.

14. The Court shall retain jurisdiction in this cause for the purpose of enforcing the terms of this stipulation and settlement agreement.

8/8/14
Date

s/SCOTT J. CAMPBELL
SCOTT J. CAMPBELL
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8/18/14
Date

s/MICHAEL J. CHMELAR
MICHAEL J. CHMELAR
Assistant United States Attorney

8/14/14
Date

s/MICHAEL G. LEVINE
MICHAEL G. LEVINE
Attorney for Claimants Christopher Brett Hinton,
JV Imports, LLC, and J&B Packaging, LLC

8/14/14
Date

s/CHRISTOPHER BRETT HINTON
CHRISTOPHER BRETT HINTON
Claimant

8/14/14
Date

s/CHRISTOPHER BRETT HINTON
JV IMPORTS, LLC, BY CHRISTOPHER BRETT
HINTON, ITS OWNER
Claimant

8/14/14
Date

s/CHRISTOPHER BRETT HINTON
J&B PACKAGING, LLC, BY CHRISTOPHER BRETT
HINTON, ITS OWNER
Claimant